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Attorneys for Debtor, NP Wildcat TIC 1, LLC

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION**

I, Thomas R. Fawkes, declare as follows:

I am a Partner at Tucker Ellis LLP, proposed counsel to NP Wildcat TIC 1, LLC (the “Debtor”) in the above-captioned chapter 11 case. The facts stated hereunder are true, known to me of my own personal knowledge, and if called as a witness, I could and would competently testify thereto.

1 1. I submit this Declaration in support of the Debtor's motion for a fourteen (14) day
2 extension of the Debtor's deadline to file its schedules of assets and liabilities and statement of financial
3 affairs (collectively, "Schedules and Statements").

4 2. Here, good and sufficient cause for granting an extension of time to file the Schedules
5 and Statements exists. The Debtor will not be able to complete and file its Schedules and Statements
6 within the fourteen-day period otherwise provided by Bankruptcy Rule 1007(c) for several reasons.
7 First, the Debtor was forced to file this chapter 11 case on an emergency basis. The Debtor's alleged
8 junior secured lender, Wildcat Lender, LLC, attempted to force a trustee's sale of the Debtor's property
9 in Pima County, Arizona, despite being prohibited to do so by operation of an automatic stay imposed
10 by Arizona law that was implemented by the appointment of a receiver over the property. I personally
11 requested that Wildcat Lender agree to cancel or postpone such sale, citing to both the Arizona
12 automatic stay and an impending sale of the property that would pay its claim in full. Wildcat Lender
13 refused to agree to such cancellation or postponement.¹

14 3. Second, the Debtor has been unable to complete the Schedules and Statements due to
15 the pending holiday season. Specifically, the offices of the Debtor's management have been closed for
16 the entire week of December 25, 2023, and therefore, it has been difficult to obtain the assistance of
17 individuals having the knowledge and background necessary to complete the Schedules and Statements.

18 4. Finally, the Debtor notes that in November 2023, a receiver was appointed over the
19 Debtor's property based on a complaint filed by the Debtor's senior secured creditor, Federal Home
20 Loan Mortgage Corporation ("Freddie Mac"), and accordingly, day-to-day management of the subject
21 property was transitioned to the receiver pre-petition. The Debtor did not oppose the appointment of
22 the receiver, nor has it sought turnover of the property following this chapter 11 filing. However, the
23 receiver may have information, books and records that the Debtor will require in order to complete the
24 Schedules and Statements. The Debtor intends to seek the receiver's assistance in this respect during
the extension period..

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26
27 1 The Debtor intends to seek redress for the damages caused by Wildcat Lender from its repeated violations of the Arizona
28 automatic stay through separately filed pleadings.

5. It is my understanding that an additional fourteen (14) days will be sufficient for the Debtor to complete preparation of its Schedules and Statements.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration is executed by me on this 29th day of December, 2023 at Chicago, Illinois.

Thomas R. Farley

Thomas R. Fawkes